

AGREEMENT

Made Between

THE COUNTY OF MIDDLESEX

And

THE ASSOCIATION OF MIDDLESEX COUNTY

PLANNING BOARD SUPERVISORY PROFESSIONAL EMPLOYEES

JANUARY 1, 2005 TO DECEMBER 31, 2008

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THIS AGREEMENT, made this day of 2005 by and
between the COUNTY OF MIDDLESEX, a body politic and corporate of the State of New
Jersey, hereinafter referred to as "the Employer", and THE ASSOCIATION OF MIDDLESEX
COUNTY PLANNING BOARD SUPERVISORY PROFESSIONAL EMPLOYEES, hereinafter
referred to as the ASSOCIATION.

WHEREAS, the Association has been selected as the bargaining agent by the
employees to be defined, in accordance with Chapter 303 of the Laws of 1968, and said
Association has been certified as such by the Public Employment Relations Commission; and

WHEREAS, said Association has been in negotiations with the Employer
pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Association and the Employer have agreed upon certain terms
of employment as a result of the negotiations carried on pursuant to Law; however, it is
understood that this Agreement contains all the terms and conditions of employment between the
County and the employees covered by this Agreement. Previous or past practice existing or
alleged to have been existing prior to the effective date of this Agreement shall not be admissible
in any judicial or grievance procedure hearing.

NOW, THEREFORE, subject to Law as herein provided, the parties hereto, in
consideration of the following mutual promises, covenants, and agreements contained herein, do
hereby establish the following terms and conditions which shall govern the activities of the
parties and all affected employees.

I. RIGHTS OF UNION REPRESENTATIVES:

A. The employer agrees to promptly make available to the Association all public information concerning the County of Middlesex, including but not limited to financial statements, debt statements annual audit reports, or annual budget, pertinent to any particular case, together with all information which may be necessary for the Association to process any grievance, unfair practice charge, disciplinary hearing, arbitration or complaint. All such information shall be updated upon reasonable request. All requests shall be made through the Planning Director.

B. Whenever a representative or member of the Association is required by the Employer or Association to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges, or formal conference or any work relating to these, the employee shall suffer no loss in pay. P.E.R.C. attendance shall be limited to two (2) union members without loss of pay.

C. The Association shall have the use of bulletin boards for official Association business only.

II. DUES CHECK-OFF

Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the Employer will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the Association Representative entitled to receive same.

The said ASSOCIATION Representative shall be appointed by resolution of the ASSOCIATION and certified to the Employer by the ASSOCIATION.

The following Agency Shop article becomes effective upon the execution of this Agreement.

REPRESENTATION FEE IN LIEU OF DUES

A. If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues charged by the Association to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those employees who have not become members of the Association for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph D, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

D. The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(1) - 10 days after receipt of the aforesaid list by the County; or

(2) - 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. The Association will notify the County in writing of any changes in the list provided for in Paragraph C, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the County received said notice.

G. The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5 and 5.6 as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5 and 5.6 as amended.

III. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws.

IV. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

The Employer and the ASSOCIATION understand and agree that all rules promulgated by the New Jersey State Department of Personnel concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

V. **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act and the provisions of Chapter 303 of the Laws of 1968 as amended and supplemented and the Rules and Regulations of the Public Employment Relations Commission, the employer recognized the ASSOCIATION as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of recognition and collective bargaining with respect to wages, hours, and other terms and conditions of employment.

It is further understood and agreed that all Supervisory Planner titles as certified to the ASSOCIATION by the New Jersey Public Employment Relations Commission remain as a part of this Agreement for any future Supervisory Planning Board recognition.

SUPERVISORY PLANNERS
RANGE

Supervising Planner	\$48,500 - \$112,104.27
Supervising Planner – Environmental	\$48,500- \$112,104.27
Supervising Planner – Comprehensive Planning	\$48,500- \$112,104.27
Supervising Planner – Parks & Recreation	\$48,500- \$112,104.27
Supervising Planner – Housing	\$48,500- \$112,104.27
Supervising Planner – Water Resources	\$48,500- \$112,104.27
Supervising Planner – Transportation	\$48,500- \$112,104.27
Supervising Planner – Public Participation Specialist	\$48,500- \$112,104.27
Supervising Planner – Land Development Review	\$48,500- \$112,104.27
Supervising Planner – Data Management	\$48,500- \$112,104.27

VI. MANAGEMENT RIGHTS

All of the rights, powers and authorities possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer. Prior rights and authorities shall continue and not be affected in any way by this Agreement.

It is further understood that the employer shall have the direction of the working force, the right to plan the operations, the right to hire, the right to determine the qualifications of applicants for employment, and the right to determine the number and class of employees to be retained in employment. The Employer also retains the right to impose discipline for just cause, including violations of rules and regulations, or other misconduct, subject to the right of the employee adversely affected to appeal minor disciplinary actions through the grievance procedure as specified herein.

VII.

A. **Annual Salary Increases**

1. **Eligibility**

a. Annual salary increases provided for herein shall be effective on January 1, of each calendar year covered by the Agreement and shall be calculated based on an employee's base salary as of December 31, of the previous year.

b. All employees in the bargaining unit on the County payroll as of January 1, of each year shall receive the wage increase described below except any employee on leave of absence shall not receive such increase until their return to active services and commencing from such return.

c. Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees or deceased employees, in which case payment will be made to their estate.

2. **Amount**

Each employee shall be subject to this Agreement shall receive the following annual increases in the manner previous described.

2005 – 3%
2006 – 4.00%
2007 – 4.25%
2008 – 4.50%

B. **Performance Evaluation**

The parties shall continue their performances incentive policy in place as of December 31, 2001, to be referred to hereafter as "Performance Evaluation". Any change, improvement or

amendment of such policy shall be made only after negotiation and agreement of the parties.

1. All performance evaluations shall have prospective application based upon the previous year's 12 month evaluation and shall be payable in the first full pay period of the following calendar year and calculated as base salary.

Performance Evaluation schedule is as follows

<u>Evaluation Period</u>	<u>Payment Schedule</u>
October 2003 – October 2004* (*Employee must have been hired by December 31, 2002)	\$300.00 added to base salary on January 1, 2005
October 2004 – October 2005* (*Employee must have been hired by December 31, 2003)	\$400.00 added to base salary on January 1, 2006
October 2005 – October 2006* (*Employee must have been hired by December 31, 2004)	\$500.00 added to base salary on January 1, 2007
October 2006 – October 2007* (*Employee must have been hired by December 31, 2005).	\$500.00 added to base salary on January 1, 2008.

2. In the event an employee is on authorized leave during the rating period, they shall be rated as soon as practicable after their return to active employment and any performance evaluation increase shall be pro-rated upon the completion of the evaluation process.

3. In the event an employee does not receive a favorable performance rating as of December of each calendar year they shall forego the increase in the calendar year following such rating.

4. Performance Evaluation increases for the term of the contract shall be: 2005 - \$300.00; 2006 - \$400.00; 2007 - \$500.00, 2008 - \$500.00 and applied as provide in Paragraph 1.

C. **Experience Factor**

With respect to new or future hires of the Planning Board or those presently on staff, the Planning Board intends that it would credit prospective employee with all or any portion of such

employee's employment experience before employment with the Planning Board. The crediting of all or any portion of a prospective employee's experience or those presently on staff will be determined by the Department Head or his/her designee, in his/her sole discretion, up to the sum of \$4,000.00 either at the time a new employee starts employment or during the employee's tenure.

D. **Professional License Incentive Program**

Pursuant to previous collective bargaining contracts the parties recognize the benefit that ensures to the County by reason of professional licensing of its employees. This has been recognized by Article 33 of a prior contract award a one time lump sum to employees who have or successfully obtained a New Jersey license in the following disciplines.

1. Professional Planner

Any unlicensed employee who did not receive an increase of \$4,000 upon successful attainment of such license during the course of the last contract, or who attain such license after January 1, 2005 shall be eligible for an increase of \$4,000 upon successful attainment upon application to and approval from the Department Director. Such increment is conditioned upon continued maintenance of licensed status. In the event any professional's license is either surrendered, revoked or suspended by the appropriate licensing authority this increment shall be terminated.

VIII. MERIT INCREASES

It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34:13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position or special assignment. In these cases the promotion policy as contained in this contract will be observed.

IX. HOURS OF WORK

The hours of employment for personnel covered under the terms of this Agreement shall originate at 8:30 a.m. and terminate at 4:15 p.m.

Each employee shall be entitled to a lunch period of forty-five (45) minutes.

All employees shall receive a fifteen (15) minute break for each half day period of work, morning and afternoon.

In the event that flex time is initiated by the employee or employer, the following rules will govern.

It is understood and agreed that flex time is to be a fixed schedule for the said period of time agreed to. However, it is further understood that there will be no alteration of scheduled hours after employee's flex time selection.

The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Planning Director or his designee shall be maintained.
2. Work schedules and assignments are to be met within required time frames.
3. Working hours - starting and finishing times - are to be observed in accordance with flex time scheduling.
4. Employees reporting off shall call their immediate supervisor within one-half (½) hour of their scheduled starting time.

5. It is further agreed and understood that flex time continuance or discontinuance shall rest on proper planning requirements concerning programs or project services to the public as decided by the Director or his/her designee. The Director or his/her designee shall provide 30 days written notice of discontinuance of an employee's flex time, including reasons for discontinuance.

6. Flex time starting shall originate no earlier than 7:00 a.m. and terminate no later than 7:00 p.m. of the work day.

7. Flex time work week will consist of five (5) working days.

8. Starting and quitting time may be altered in thirty (30) minute increments and are not to interfere with the smooth work function of the department.

9. The Director or his/her designee shall provide a written response within five (5) days of the applicant's written request for flex time. It is agreed and understood the applicant's request will be automatically granted if a written response is not received within the five (5) days. Should the applicant's request for flex time be denied, the written response will state reasons of denial.

Four-Day Work Week - The County shall have the right to establish 4-day work schedules, at its option, to overlap existing shifts. Management has the right to assign titles to the 4-day schedule. Within title, employees will either bid on a seniority basis or work rotating shifts at the Union's option. Management agrees, to the extent possible, to make the new schedule voluntary but has the right to assign appropriate employees. There will be no shift differential.

Emergency Closing - The Union agrees to the County's Emergency Closing Policy, attached hereto as Appendix "A", based upon the County agreeing that:

- a. Essential employees are defined by title rather than name.
- b. Employees will stay as long as required.
- c. They get overtime when called in to work not during his/her regular shift.
- d. Vacation or sick time can be used if pre-approved, accompanied by doctor's note or approved by the employee's supervisor or designee pursuant to N.J.A.C. 4A:6-1.3 g & h.
- e. Employees may be required to work if needed. If not all employees are needed, those who stay or leave will be based on seniority.

Pay Periods - The Union will agree to a change to semi-monthly rather than bi-weekly pay, if all other bargaining units agree and the County elects to change over.

X. NEW EMPLOYEES

It is the intention of the County to start all new employees at the minimums of the rate range. Exceptions to this policy, if they should occur, will be communicated to the Chief Association Representative by the Planning Director within ten (10) working days.

It is understood and agreed that the salary of a new employee may be higher than the authorized hiring rate, commensurate with prior relevant experience.

XI. PROMOTIONS

(A) Any employee promoted by New Jersey State Department of Personnel Certification or provisional appointment will receive a six percent (6%) increase on his/her annual base salary at the time of the appointment. If the six percent (6%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names him/her as the provisional, will be returned to his/her previous lower title. The six percent (6%) increase will be deducted from his/her salary and an interested eligible will be permanently appointed to fill the vacancy.

The Director or his/her designee shall inform the employee whether he/she will be promoted, in writing, within thirty (3) working days of the date of the employee's written request for promotional consideration.

If the promotion is to be granted, the title, effective date, and salary will be identified. If the promotion is not granted, the Director or his/her designee shall advise the employee in writing and state reasons why the promotion cannot be granted.

The employee retains the right to resubmit for the same and other promotional considerations.

(B) SPECIAL ASSIGNMENTS

A special assignment is formed and exists on an as needed basis. For record and review of status purposes, every special assignment may be fixed for the amount of time

determined by the Director of Planning. The Director of Planning will decide on the continuance or cancellation of special assignments and employees assigned thereto. The Union will be notified once a special assignment is approved by profile.

Employees receiving a special assignment will receive a six percent (6%) increase for the period of time they are on special assignment, providing they have been assigned higher responsibilities. There will be no probationary period, and the selectee serves at the discretion of the Director of County Planning. When no longer on special assignment, the employee will return back to the position and salary held immediately prior to the special assignment.

(C) JOB BIDDING AND PROMOTION

All new and vacant positions which are to be filled must be posted within all departments for five (5) consecutive days. Job qualifications shall be part of the job posting, and shall clearly state the qualifications for the position posted.

All employees may bid on vacant positions at the same time. In considering applicants for the position, those within the section shall be given first consideration, and the position shall be filled from within the section whenever possible. If no applicant within the section is qualified or if no section applicant applies for the position, then the position shall be filled from applicants within the staff.

Those interviewing the applicants shall be the Director and/or his/her designees. Notification via memo to all bidders of the status of their bid shall be made within two (2) working weeks of the last day the job was posted. All qualified employees bidding on a job shall receive an interview. It is understood that where one or more employees is relatively equal

in qualifications for the job, then seniority shall be the determining factor. Management will present to and discuss with an employee, at his request, the reasons for selecting an employee of less seniority for a higher job on the basis of ability, qualifications or special skill requirements related to the job and/or position description rather than on the basis of seniority.

The exception to the job bidding and promotion procedure will be the titles of Division Managers, Assistant Director, and Director and other titles in the Administration and Finance Section. However, it is also understood that the determination of ability and qualifications shall be made by management.

Filling of vacant positions is to be decided by the Director in his review of timeliness and need. The Association will be notified of all job postings via c/c of the posting - concurrently with the Division Managers. The Association will be notified of the candidate selection after profile approval of all job postings.

MEDICAL BENEFITS

XII

A. Vision Care

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once every two calendar years. This benefit shall not be cumulative.

Eye Examination	\$50.00
Lenses and Frames	<u>\$90.00</u>
Maximum	\$140.00

B. Dental Coverage

The County shall provide, an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99% of

previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. Health and Hospitalization Insurance

1. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of November 19, 2002 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who have been in the enrolled in the Traditional Indemnity Plan as November 19, 2002 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date.

Employees and their eligible dependents currently enrolled in any other medical care plan may

subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of November 19, 2002 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed.

Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after November 19, 2002 (referred to below as "new employees" and "new hires") shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C., 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

c. New employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

d. New employees, as defined above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an

employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.

4. Prescription Coverage

The County shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

Retirement Benefits

a. Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. of Personnel for receipt of disability retirement benefits.

c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefit unless so offered by the County at some later date at the County's discretion and terms.

6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

XIII. TRAVEL EXPENSE

Each employee covered under the terms of this Agreement, who agrees to use his/her personal automobile in the performance of his official duties shall receive twenty-eight cents (\$28) per mile or the applicable County rate, whichever is higher, for the mileage traveled.

No employee shall be required to use his/her automobile for County business.

Mileage allowance is subject to increase change as authorized by the Board of Chosen Freeholders.

County employees who operate a non-County vehicle in the conduct of their County responsibilities shall forward proof of additional insurance costs for same from the insurance company providing coverage on that vehicle. Said proof must consist of a copy of the entire statement received from the insurance company, including the insurance code relating to the additional coverage and the cost of same. The County of Middlesex will review said costs and shall have the following options:

1. Pay for the additional coverage;
2. No longer require that the employee utilize his/her private vehicle in the discharge of his/her County duties.

DRIVER'S LICENSE

The County shall have the right to check valid driver's licenses of employees operating County vehicles or operating personal vehicles in performance of job duties at any time. Such employees are obligated to report loss or revocation or suspension of driving privileges.

XIV. HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constituted officials of the County, State or Federal Government, provided said holiday has been recognized by the Board of Chosen Freeholders.

XV. BEREAVEMENT LEAVE

A. In the event of death of:

(1) the employee's spouse, child, parents or spousal relationship, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed four (4) working days;

(2) the employee's Brother, Sister, Grandparents, Grandchildren, or relative continuously residing in the employee's household, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed three (3) working days;

(3) the employee's current in-laws, aunts, uncles, nieces and nephews, the employee shall be granted time off without loss of pay for the day next following the day of death, but in no event shall said leave exceed one (1) working day.

B. Reasonable verification of the event may be required by the County.

C. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time.

D. If an employee is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

E. There shall be no annual cap for bereavement leave.

F. The time of bereavement leave will be allowed to be taken within a ten (10) day period from the death at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

XVI. VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be granted to the employee for the balance of the calendar year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

It is understood that when reference is made to "six to nine years, etc.", six means the start of the sixth year, etc.

Vacation time accumulation will be based on the New Jersey State Department of Personnel Ruling now in effect.

The employer and his designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Planning Board Department concerning emergencies as set forth in promulgated rules and regulations of the employer shall be observed by both parties. Employees shall submit requests for vacation time no later than April 15 of each year with first and second choices and the Director will respond by May 15th. The first choice requested shall be on the basis of seniority, which shall mean day of hire. Vacation time may be used on less than a full vacation basis by Agreement of the employee's division manager or immediate supervisor.

Employees covered under the terms of this Agreement, who have an approved vacation, shall not be required to change vacation dates with less than thirty (30) days notice unless mutually agreed to.

Any employee who is called into work while on vacation shall be paid for the day at the rate of time and one-half.

XVII. SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation or attendance upon a member of your immediate family in your household who requires care. The employee may request sick leave for family residing outside of the home; approval by the Department Head shall not be unreasonably denied:

B. A new employee shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month on a monthly basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter (1-1/4) days per month. Thereafter, on January 1st of each year, all employees shall be credited with fifteen (15) days for that calendar year.

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such request shall not be arbitrary nor capricious. Abuse of sick leave may be cause for disciplinary action. In the event the County requires a doctor's certificate to verify an illness, the County will reimburse the employee half (1/2) the cost incurred in obtaining said verification.

D. In all cases of reported illness or disability suffered by an employee, the County reserves the right to request a Medical Physician to examine the reports on the condition of the patient and to comment on them to the Department Head.

1. During protracted periods of illness or disability of an employee, the Department Head may require interim reports at County expense on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a County medical physician. The Department Head shall not be arbitrary and capricious in making such requests. When under medical care, employees are expected to conform to the instructions of the attending physician.

E. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

F. The recommendation of the County appointed medical physician as well as those of the employee's personal physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the County medical physician and the employee's personal physician, to require the employee to submit to an examination by a third doctor at County expense.

G. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

H. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be

cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head or some other responsible representative of the County during any of the first five (5) days will be subject to dismissal.

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

J. Any employee who calls in sick for the purpose of engaging in outside employment may be subject to immediate discharge.

K. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

L. Sick leave shall be pro-rated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year; or portion thereof from date of hire and is entitled to use all sick time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro rata number of sick days, the per diem rate of pay for the excess sick days shall be deducted from the separated employee's last paycheck(s). The comptroller upon receiving notification of overpayment shall write to the former employee to secure reimbursement of the overpayment.

M. Whenever the County is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total, such monies being turned over to the County.

N. Following the employee's receipt of the County's sick leave verification policy (Appendix "B" annexed), the Union agrees to abide by said policy for any position required to be filled with an overtime slot if the employee is absent. The existing sick time verification policy will remain in effect for positions which need not be filled when employee is out.

O. At the end of each contract year, an employee may elect to apply for and receive cash payment for sick days credited and not used during the current year in the amount of one (1) day's pay for every three (3) days of sick leave or less out of fifteen sick days credited per current year qualify for participation. Eligible employees applying for sick leave buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made in the second payroll of the succeeding year.

P. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Q. Employees covered under the terms of this Agreement shall be entitled, upon retirement within meaning of PERS to receive a lump sum payment, as supplemental compensation which sum shall be computed at the rate of one-half (1/2) of the employee's daily rate of pay for every full day at the time earned of unused accumulated sick leave (not to exceed \$15,000) certified by the Personnel Office on the effective date of his/her retirement.

R. Sick leave shall accumulate year-to-year without limitation except as noted above.

S. Permanent employees may request, in writing, a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties, or to attend to a member of immediate family (Mother, Spouse, Child, Father, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-law, current Father-in-law, current Brother-in-law current Sister-in-law, current Son-in-law, and current Daughter-in-law, or relative continuously residing in the employee's house) who is seriously ill. Such leaves shall be granted by the Employer for an initial period of six (6) months each, and may be granted for a successive period of six (6) months, not to exceed a total of one (1) year.

It is understood that this leave is subject to the approval of the Board of Chosen Freeholders.

T. Leaves of Absence - A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for additional six (6) months at the request of the employee and upon consent of the County Board of Chosen Freeholders. Legitimate personal reasons shall include, but not limited to, educational leave, union leave, maternity, paternity leave, family leave, or adoption leave.

XVIII. YEARLY SICK TIME BUY OUT

At the end of each calendar year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one day's pay for every three (3) days credited and not used to a maximum of five (5) days.

Employees having used five (5) days sick leave or less out of fifteen (15) sick days credited per current year qualify for participation.

Employees having used six (6) days of sick leave or more out of fifteen (15) sick days credited per current year are not eligible for participation.

Eligible employees applying for sick time buy out will do so on December 31st of each current year by signing an authorization card provided by the County. Payment will be made in the third payroll period of the succeeding year.

XIX. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

RETIREMENT: Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump-sum payment, as supplemental compensation, one-half (½) payment for every full day of Middlesex County earned-and-unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the resolution adopted by the Board of Chosen Freeholders authorizing same.

XX. AUTHORIZED LEAVES

All proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

XXI LONGEVITY

1. Effective January 1, 2005 all employees carried on the County payroll as of December 31, 2004 shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous calendar year before Negotiated Wage Increases are applied:

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
- c. Upon completion of 20 years of service and thereafter 8% of base salary.

2. Effective January 1, 2006 all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31, 2005 before Negotiated Wage Increases are applied:

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
- c. Upon completion of 20 years of service and thereafter 8% of base salary.

3. Effective January 1, 2007 all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 2006 before Negotiated Wage Increases are applied, as follows:

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
- c. Upon completion of 20 years of service and thereafter 8% of base salary.

4. Effective January 1, 2008 all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 2007 before Negotiated Wage Increases are applied, as follows:

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
- c. Upon completion of 20 years of service and thereafter 8% of base salary.

5. Longevity payments shall not be payable on that portion of the base salary that exceeds \$30,000 per annum.

XXII. PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employee shall have the right to define, explain, or object in writing to anything found in his personnel file. This writing shall become a part of the employees' personnel file and shall be transmitted in conjunction with any documents to which the writing refers.

XXIII. PERSONAL DAYS

All employees shall have four (4) paid personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee shall give the Employer one (1) day notice for each personal holiday to be taken, except in case of a verifiable emergency. New employees shall accrue one (1) personal holiday at the end of each third (3rd) month of employment, and severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per third (3rd) month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

Part-time employees working more than twenty (20) hours a week shall accrue two (2) personal days annually.

XXIV. GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action taken towards him which violates any right arising out of his employment. Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the terms of final agreement reached.

Grievances must be initially filed within ten (10) working days of the incident, or the employees' knowledge of such incident. Any retroactive settlement will be made as of the date of filing of the grievance. The ASSOCIATION'S failure to move a grievance to the next step within the proper time frames will be deemed as settlement of the grievance. Time extensions may be mutually agreed to by the Employer and the ASSOCIATION.

All grievances shall be processed as follows:

STEP 1. The employee ASSOCIATION shall present the Employee grievance or dispute to the Department Head or his designee within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Department Head or his designee shall respond to the ASSOCIATION representative in writing within five (5) working days.

STEP 2. If the grievance still remains unadjusted or unanswered by the Department Head or his designee, it shall be presented by the ASSOCIATION representative to the County Personnel Director or his designee in writing within seven (7) working days

after the response of the Department Head or his designee is due. The Personnel Director or his designee shall respond in writing to the Association representative within ten (10) working days.

STEP 3. If the grievance is not settled by Steps 1 and 2, then the ASSOCIATION within ten (10) working days after a written decision (Step 2) shall have the right to submit only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this agreement and the referenced policies directly affecting them (the ASSOCIATION) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subject from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be advisory on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties.

XXV. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the Planning Department will be made known to the ASSOCIATION and are deemed part of this Agreement.

XXVI. PART-TIME EMPLOYEES

All permanent part-time employees, including provisional employees (but not to include seasonal employees) awaiting examination shall be paid a salary based on the annual wage for the appropriate classification as set forth in the adopted schedule, pro-rata.

Vacation

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one (1) day of vacation leave.

(8 hr. employees = 176 hours 7hr. employees = 154 hours).

Sick Leave

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn 1-1/4 days of sick leave.

(8 hr. employees = 176 hours 7 hr. employees = 154 hours).

Bereavement Leave

Part-time employees shall be eligible for one (1) day bereavement leave on the same basis as such leave is available for full-time employees.

Hospital and Dental Programs and Drug Prescription Program

Part-time employees will be covered if they are scheduled and do work twenty (20) hours or more each work week.

Part-time employees are not entitled to the following: Personal Days and Longevity.

Public Employees' Retirement System

It is compulsory for part-time employees of the County of Middlesex to enroll in PERS if they were permanently appointed on or after January 2, 1955, provided they earn at least \$1,500.00 a year and are paid in each quarter of the year.

XXVII. SUPPER HOUR

Any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of five dollars and fifty cents (\$5.50) per meal. The supper hour reimbursement shall apply when the employees has worked a minimum of ten (10) hours.

XXVIII. JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the County his full daily base rate of pay (up to a maximum of seven (7) hours), subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;

2. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty he or she is released by the Court prior to twelve o'clock P.M., that employee shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

C. The employee shall turn over to the County monies received from jury duty that exceed \$10.00.

XXIX. TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies and procedures established for the Middlesex County tuition aid program, subject to availability of funds.

XXX. SAVINGS CLAUSE

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement.

XXXI. EMANATING POLICY

It is mutually further understood that any emanating County policy will become a part of this Agreement.

XXXII. MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the terms of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike the concerted failure to report for duty, work stoppage, slow-down, walkout or other illegal job action against the County.

B. In the event of a strike, slow-down, walkout or job action, it is covenant and agreed that participation in any or all such activity by any Association member shall entitle the County to invoke appropriate penalties against such a member.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the County and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

D. Nothing contained in this agreement shall be constructed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of disobedience of the Association by its members.

E. The County agrees not to lock out its employees.

XXXIII. SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

The employer and the ASSOCIATION shall renegotiate a replacement provision that shall supersede the invalid provision. Said renegotiation shall commence no later than thirty (30) days following the termination of the invalid provision.

XXXIV

DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2005 until December 31, 2008.

All provisions herein negotiated for contractual year 2005 shall be retroactive only to January 1, 2005, unless expressly stated otherwise.

All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining Agreement is negotiated.

This Agreement may be reopened for 2008 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred twenty (120) days prior to December 31, 2008.

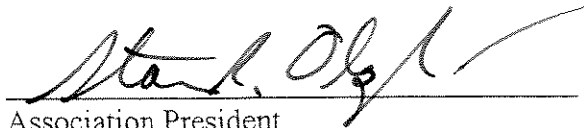
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the parties and caused their proper corporate seals to be affixed the day year first above mentioned.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF

COUNTY OF MIDDLESEX

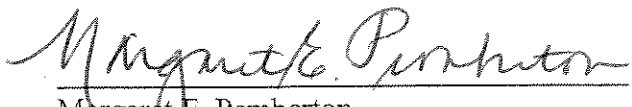
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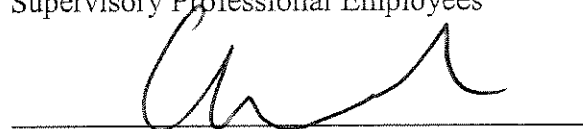
Association President
Middlesex Planning Board
Supervisory Professional Employees



Association Vice President
Middlesex County Planning Board
Supervisory Professional Employees



Margaret E. Pemberton
Clerk of the Board



David B. Crabel, Director
Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY:



ERIC M. ARONOVITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

APPENDIX "A"
COUNTY EMERGENCY CLOSING POLICY

1. **EMERGENCY DECLARATION**: The policy applies when all or part of County operations are shut due to an official declaration by the Office of the County Administrator. Official announcements will be carried on (radio stations) WCTC (AM) or WCBS (AM) and information can be obtained by calling 745-5695.
2. **ESSENTIAL v. NON-ESSENTIAL**: When there is an emergency shut-down declared by the County Administrator, the County shall determine the manning requirements of essential personnel. Each department head may determine a list of essential positions in advance of any such emergency, but it remains in the discretion of the County to determine additional essential personnel depending upon the circumstances of a particular emergency shut-down.
3. **RESTRICTION ON PAID TIME OFF**: In an emergency shut-down, essential personnel will not be permitted to utilize paid time off (including personal and sick days) without the express approval of their department head.
4. **PREMIUM TIME**: Essential employees will not be paid premium or any additional compensation merely due to the fact that they are required to work during an emergency shut-down. However, other collective bargaining agreement provisions, which apply independent of emergency shut-down situations, will continue to be enforced. It is the policy of the County that employees whose positions are deemed essential shall be required to work during emergency shut-downs as part of their duties as a County employee.
5. **NON-ESSENTIAL EMPLOYEES**: Non-essential employees ordered not to work as the result of an official emergency shut-down of all or part of County operations shall receive regular compensation for the period of the shut-down not to exceed eight hours regular pay, irrespective

of the length of the shut-down. Such limitation is subject to extension in the discretion of the Board of Chosen Freeholders.

6. The County's policy with regard to inclement weather is hereby reaffirmed: it is not the policy of Middlesex County to shut-down merely because of inclement weather conditions. Absent declaration of a state of emergency by County Administrator, all employees will continue to work as in the case of a regular business day.

APPENDIX "B"

SICK LEAVE VERIFICATION

This provision will apply to sick leave as described in Article 8, Paragraph "N" of this contract. Paid Sick Leave must not be used for purposes other than those permitted by law. An employee on sick leave is being paid by the County and, for that reason, the County may impose certain restrictions on the employee during the employee's scheduled shift. The purpose of this policy is to provide the County with the means to verify that an employee is not using sick leave for other than its intended purpose. The following rules shall apply for the verification of sick leave:

1. The employee must call in at least 2 hours before the start of the scheduled shift.
2. The employee must advise of the nature of the illness.
3. The employee must advise of the expected duration of the illness.
4. It shall be the responsibility of the employee to be accessible by telephone at the employee's residence for the duration of the employee's shift.
5. If the employee is not to be at home during sick leave, the employee must so notify, in advance, the employee's supervisor (or their designee) of (a) the address of where the employee will be; (b) the times the employee will be there; (c) a telephone number at which the employee will be personally accessible and (d) the reason for leaving the home.
6. In the case of doctor visits (and to pick up medication), the employee shall advise their supervisor (or supervisor's designee), in advance of the visit, of the name of the doctor, the doctor's telephone number, and the time of the scheduled appointment. The employee must

9. Examination By County Physician - Pattern Absence/Suspicion of Abuse: In cases (1) where the County has reasonable suspicion that an employee has abused sick leave; (2) where an employee has demonstrated a pattern in the use of sick leave (for example, the repeated use of sick leave on the first or last day of the work week or on the day before or after a holiday); or (3) where the employee has used 15 sick days in a twelve month period, the County may require verification of illness by a physician selected by the County. In cases where county verification is to be required, the employee will be notified, then the request for sick leave is made, to report during the shift to a designated physician at County expense.

10. The County of Middlesex views abuse of sick leave as a serious offense which will result in employee discipline up to, and including, termination of employment.